

# **EXHIBIT I**

## Bruce Atkins

---

**From:** John Graber <JGraber@jamsadr.com>  
**Sent:** Tuesday, December 19, 2023 12:00 PM  
**To:** Debra McGarvey; Daniel Koffmann; Victor Tran; Bruce Atkins; Marianne Schwartz  
**Cc:** Jennifer Barrett; Kathryn Bonacorsi  
**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Good morning,

Noted and thank you.



**John Graber**  
Case Manager

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620 8<sup>th</sup> Avenue | 34<sup>th</sup> Floor | New York, NY 10018  
P: 212-607-2765 | F: 212-751-4099  
E: JGraber@jamsadr.com  
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**From:** Debra McGarvey <dmcgarvey@deutschatkins.com>  
**Sent:** Monday, December 18, 2023 6:44 PM  
**To:** John Graber <JGraber@jamsadr.com>; Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Victor Tran <VTran@jamsadr.com>; Bruce Atkins <batkins@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>  
**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>  
**Subject:** Re: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

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Mr. Graber,

Given Respondents' failure to pay pursuant to JAMS rules, we filed a complaint in federal court on behalf of Mr. Rosa.

We will keep you updated.

*Debra M. McGarvey, Esq.*  
Deutsch Atkins & Kleinfeldt, PC  
21 Main Street  
Suite 352

Court Plaza South, West Wing  
Hackensack, New Jersey 07601  
P: 201.498.0900  
F: 201.498.0909

**From:** John Graber <JGraber@jamsadr.com>

**Sent:** Monday, December 4, 2023 5:10 PM

**To:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Victor Tran <VTran@jamsadr.com>; Bruce Atkins <batkins@deutschatkins.com>; Debra McGarvey <dmcgarvey@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>

**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Good afternoon,

Following up on the below. Thank you.



**John Graber**  
Case Manager

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**From:** John Graber

**Sent:** Monday, October 23, 2023 4:16 PM

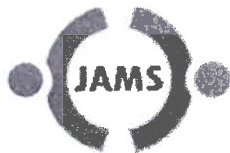
**To:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Victor Tran <VTran@JAMSADR.com>; Bruce Atkins <batkins@deutschatkins.com>; Debra McGarvey <dmcgarvey@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>

**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Good afternoon,

Checking in if any updates on this matter. Thank you.



**John Graber**  
Case Manager

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P: 212-607-2765 | F: 212-751-4099

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**From:** John Graber

**Sent:** Wednesday, September 20, 2023 8:37 AM

**To:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Victor Tran <VTran@JAMSADR.com>; Bruce Atkins <batkins@deutschatkins.com>; Debra McGarvey <dmcgarvey@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>

**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Good morning,

As an update, the initial retainer still has not been paid. If no payment or update from the parties, I will close the file soon. Please let me know if any questions. Thank you.



**John Graber**  
Case Manager

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**From:** John Graber

**Sent:** Monday, August 21, 2023 3:28 PM

**To:** 'Daniel Koffmann' <danielkoffmann@quinnemanuel.com>; Victor Tran <VTran@JAMSADR.com>; 'Bruce Atkins' <batkins@deutschatkins.com>; 'Debra McGarvey' <dmcgarvey@deutschatkins.com>; 'Marianne Schwartz' <mschwartz@deutschatkins.com>

**Cc:** 'Jennifer Barrett' <jenniferbarrett@quinnemanuel.com>; 'Kathryn Bonacorsi' <kathrynbbonacorsi@quinnemanuel.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

**Importance:** High

Good afternoon,

To keep everyone apprised, the initial retainer still has not been paid. I understand this might not be desired, but administratively, I must note the option for Claimant to advance the fees to move this arbitration forward. JAMS will of course continue to collect payment from the Respondent of its outstanding balance and Claimant can always make an

application for costs and fees to the arbitrator for consideration. Also to note, if the arbitration remains stagnant for a certain amount of time, there is a possibility JAMS will administratively close the file. Please let me know if any questions. Thank you.



**John Graber**  
Case Manager

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**From:** John Graber

**Sent:** Tuesday, August 1, 2023 8:08 AM

**To:** Daniel Koffmann <[danielkoffmann@quinnemanuel.com](mailto:danielkoffmann@quinnemanuel.com)>; Victor Tran <[VTran@JAMSADR.com](mailto:VTran@JAMSADR.com)>; Bruce Atkins <[batkins@deutschatkins.com](mailto:batkins@deutschatkins.com)>; Debra McGarvey <[dmcgarvey@deutschatkins.com](mailto:dmcgarvey@deutschatkins.com)>; Marianne Schwartz <[mschwartz@deutschatkins.com](mailto:mschwartz@deutschatkins.com)>

**Cc:** Jennifer Barrett <[jenniferbarrett@quinnemanuel.com](mailto:jenniferbarrett@quinnemanuel.com)>; Kathryn Bonacorsi <[kathrynbonacorsi@quinnemanuel.com](mailto:kathrynbonacorsi@quinnemanuel.com)>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Good morning,

As mentioned, any issues regarding the fee split can be presented to the Arbitrator once we are ready to proceed- which will be once the \$5,000 is paid by Respondent. Thank you.



**John Graber**  
Case Manager

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**From:** Daniel Koffmann <[danielkoffmann@quinnemanuel.com](mailto:danielkoffmann@quinnemanuel.com)>

**Sent:** Monday, July 31, 2023 5:26 PM

**To:** John Graber <[JGraber@jamsadr.com](mailto:JGraber@jamsadr.com)>; Victor Tran <[VTran@jamsadr.com](mailto:VTran@jamsadr.com)>; Bruce Atkins <[batkins@deutschatkins.com](mailto:batkins@deutschatkins.com)>; Debra McGarvey <[dmcgarvey@deutschatkins.com](mailto:dmcgarvey@deutschatkins.com)>; Marianne Schwartz <[mschwartz@deutschatkins.com](mailto:mschwartz@deutschatkins.com)>

**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>  
**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

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Mr. Graber, Mr. Tran, and counsel – X Corp. is not prepared to pay more than half of the arbitration fees in this matter. The underlying contract and applicable law are clear that the parties divide the cost of any arbitration, and JAMS Rules cannot alter the parties' substantive rights and responsibilities under the agreement they both signed. Under these circumstances, while X Corp. is prepared to pay its half of the arbitration fees, it will not pay more than that.

**From:** John Graber <JGraber@jamsadr.com>

**Sent:** Friday, July 21, 2023 7:47 AM

**To:** Victor Tran <VTran@jamsadr.com>; Bruce Atkins <batkins@deutschatkins.com>; Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Debra McGarvey <dmcgarvey@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>

**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

[EXTERNAL EMAIL from jgraber@jamsadr.com]

Good morning,

Noting below the language from July 18 but also noting; after the initial deposits are paid, the parties can discuss this issue directly with the arbitrator. Please let me know if any questions. Thank you.

It has been determined that the Employment Minimum Standards apply in this matter. As such, Twitter is responsible for all the arbitration fees with the exception of Claimant's portion of the filing fee. This invoice represents an initial retainer for the Arbitrator to begin working on the case. Once we receive payment of the initial retainer, our office will schedule a preliminary conference to set the schedule of the arbitration.



John Graber  
Case Manager

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P: 212-607-2765 | F: 212-751-4099  
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**From:** Victor Tran <VTran@jamsadr.com>

**Sent:** Friday, July 21, 2023 8:54 AM

**To:** Bruce Atkins <batkins@deutschatkins.com>; Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Debra McGarvey <dmcgarvey@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>

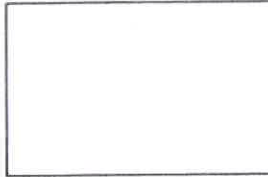
**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>; John Graber <JGraber@jamsadr.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Dear Counsel,

I am copying John Graber, who is the case manager at JAMS for this matter.

Regards,



**Victor Tran**

Case Coordinator

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620 8th Avenue | 34th Floor | New York, NY 10018

P: 1.212.607.2722

E: [VTran@JAMSADR.com](mailto:VTran@JAMSADR.com)

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**From:** Bruce Atkins <batkins@deutschatkins.com>

**Sent:** Thursday, July 20, 2023 5:08 PM

**To:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>; Debra McGarvey <dmcgarvey@deutschatkins.com>; Marianne Schwartz <mschwartz@deutschatkins.com>

**Cc:** Jennifer Barrett <jenniferbarrett@quinnemanuel.com>; Kathryn Bonacorsi <kathrynbbonacorsi@quinnemanuel.com>; Victor Tran <VTran@jamsadr.com>

**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

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Daniel,

We disagree with you as the agreement is crystal clear in section 5 that the then- current JAMS rules apply. JAMS has already determined that your client pays pursuant to their current rules as stated in the Victor Tran email below. There is no carveout of the JAMS rules in the agreement, therefore JAMS rules clearly apply to BOTH parties. Its your client's contract and therefore strictly construed as to any ambiguity.

5. States as follows:

Employee and the Company agree to bring any claim in arbitration before Judicial Arbitration and Mediation Services ("JAMS"), pursuant to the **then-current JAMS Rules**. In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence to present their cases and defenses, and **any disputes in this regard shall be resolved by the Arbitrator**. Discovery and conduct of the arbitration hearing shall be governed by the JAMS Rules applicable to discovery and arbitration hearing procedures.

**Bruce L. Atkins**  
National Trial Lawyer Top 100  
Deutsch Atkins & Kleinfeldt PC  
21 Main Street, Suite 352  
Hackensack, NJ 07601  
201-498-0900  
[batkins@deutschatkins.com](mailto:batkins@deutschatkins.com)

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**From:** Daniel Koffmann <[danielkoffmann@quinnemanuel.com](mailto:danielkoffmann@quinnemanuel.com)>  
**Sent:** Thursday, July 20, 2023 4:21 PM  
**To:** Debra McGarvey <[dmcgarvey@deutschatkins.com](mailto:dmcgarvey@deutschatkins.com)>; Bruce Atkins <[batkins@deutschatkins.com](mailto:batkins@deutschatkins.com)>; Marianne Schwartz <[mschwartz@deutschatkins.com](mailto:mschwartz@deutschatkins.com)>  
**Cc:** Jennifer Barrett <[jenniferbarrett@quinnemanuel.com](mailto:jenniferbarrett@quinnemanuel.com)>; Kathryn Bonacorsi <[kathrynbonacorsi@quinnemanuel.com](mailto:kathrynbonacorsi@quinnemanuel.com)>; Kiersten Whitfield <[kierstenwhitfield@quinnemanuel.com](mailto:kierstenwhitfield@quinnemanuel.com)>  
**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Debra – we disagree with your construction of the contract, which makes clear that your client must split the arbitration fees unless applicable law requires otherwise. And there is no applicable law that requires otherwise. Your reliance on JAMS Rules is misplaced, as JAMS Rules cannot alter the parties' substantive rights and responsibilities under the agreement they both signed. Under these circumstances, while Twitter is prepared to pay its half of the arbitration fees, it will not pay more than that.

**From:** Debra McGarvey <[dmcgarvey@deutschatkins.com](mailto:dmcgarvey@deutschatkins.com)>  
**Sent:** Tuesday, July 18, 2023 4:09 PM  
**To:** Daniel Koffmann <[danielkoffmann@quinnemanuel.com](mailto:danielkoffmann@quinnemanuel.com)>; Bruce Atkins <[batkins@deutschatkins.com](mailto:batkins@deutschatkins.com)>; Marianne Schwartz <[mschwartz@deutschatkins.com](mailto:mschwartz@deutschatkins.com)>  
**Cc:** Jennifer Gindin <[jennifergindin@quinnemanuel.com](mailto:jennifergindin@quinnemanuel.com)>; Kathryn Bonacorsi <[kathrynbonacorsi@quinnemanuel.com](mailto:kathrynbonacorsi@quinnemanuel.com)>; Kiersten Whitfield <[kierstenwhitfield@quinnemanuel.com](mailto:kierstenwhitfield@quinnemanuel.com)>  
**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

[EXTERNAL EMAIL from [dmcgarvey@deutschatkins.com](mailto:dmcgarvey@deutschatkins.com)]

Dan,

We do not agree.

Section 5 of the arbitration agreement requires that claims for arbitration be brought before JAMS, pursuant to the then-current JAMS Rules. JAMS has already determined that the Employment Minimum Standards apply in this matter because the arbitration agreement was a condition of employment. Section 6 of the agreement does not provide any language stating that it overrides any conflict with JAMS rules. As such, Twitter is responsible for all of the arbitration fees with the exception of Claimant's portion of the filing fee.

We are available to discuss this matter further, but we will not be changing our position.



Best,  
Debra

**Debra M. McGarvey, Esq.**  
**Deutsch Atkins & Kleinfeldt, P.C.**  
21 Main Street, Suite 352  
Court Plaza South  
Hackensack, NJ 07601  
201-498-0900  
201-498-0909 (fax)  
[DMcGarvey@deutschatkins.com](mailto:DMcGarvey@deutschatkins.com)

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**From:** Daniel Koffmann <[danielkoffmann@quinnemanuel.com](mailto:danielkoffmann@quinnemanuel.com)>  
**Sent:** Tuesday, July 18, 2023 1:42 PM  
**To:** Debra McGarvey <[dmcgarvey@deutschatkins.com](mailto:dmcgarvey@deutschatkins.com)>; Bruce Atkins <[batkins@deutschatkins.com](mailto:batkins@deutschatkins.com)>; Marianne Schwartz <[mschwartz@deutschatkins.com](mailto:mschwartz@deutschatkins.com)>  
**Cc:** Jennifer Gindin <[jennifer.gindin@quinnemanuel.com](mailto:jennifer.gindin@quinnemanuel.com)>; Kathryn Bonacorsi <[kathrynbonacorsi@quinnemanuel.com](mailto:kathrynbonacorsi@quinnemanuel.com)>; Kiersten Whitfield <[kierstenwhitfield@quinnemanuel.com](mailto:kierstenwhitfield@quinnemanuel.com)>  
**Subject:** FW: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

Debra, Bruce, Marianne – as you know, Section 6 of your client's arbitration agreement with Twitter provides that, where (as here) applicable law does not require Twitter to pay all fees for the arbitration, the fees are to be apportioned between the parties. Consistent with this agreement, Twitter is not prepared to pay more than half of the arbitrator fees. Do you agree to having JAMS issue invoices to each party for half the arbitrator fees?

Please let us know if you would like to discuss.

Best  
Dan

**Daniel Koffmann**  
*Partner*  
Quinn Emanuel Urquhart & Sullivan, LLP

51 Madison Avenue, 22nd Floor  
New York, NY 10010  
+1 212-849-7617 Direct  
+1 917-803-2699 Mobile  
+1 212-849-7000 Main Office Number

865 S Figueroa Street, 10th Floor  
Los Angeles, CA 90017  
+1 213-443-3000 Main Office Number  
+1 213-443-3100 FAX  
[danielkoffmann@quinnemanuel.com](mailto:danielkoffmann@quinnemanuel.com)  
[www.quinnemanuel.com](http://www.quinnemanuel.com)

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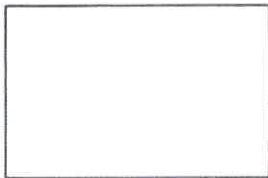
**From:** Victor Tran <VTran@jamsadr.com>  
**Sent:** Tuesday, July 18, 2023 7:59 AM  
**To:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>  
**Cc:** Christine M. Boxman <CBoxman@jamsadr.com>  
**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

[EXTERNAL EMAIL from vtran@jamsadr.com]

Hello Mr. Koffman,

It has been determined that the Employment Minimum Standards apply in this matter. As such, Twitter is responsible for all the arbitration fees with the exception of Claimant's portion of the filing fee. This invoice represents an initial retainer for the Arbitrator to begin working on the case. Once we receive payment of the initial retainer, our office will schedule a preliminary conference to set the schedule of the arbitration.

Regards,



**Victor Tran**

Case Coordinator

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**From:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>  
**Sent:** Monday, July 17, 2023 2:24 PM  
**To:** Victor Tran <VTran@jamsadr.com>  
**Cc:** Christine M. Boxman <CBoxman@jamsadr.com>  
**Subject:** RE: Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

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Victor – thank you. Can you clarify whether this invoice represents 50% of the applicable fees at this stage?

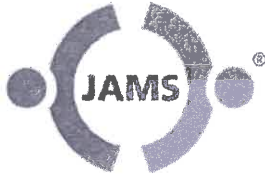
**From:** Victor Tran <VTran@jamsadr.com>  
**Sent:** Thursday, July 13, 2023 1:40 PM  
**To:** Daniel Koffmann <danielkoffmann@quinnemanuel.com>  
**Cc:** Christine M. Boxman <CBoxman@jamsadr.com>  
**Subject:** Rosa, Alan vs. Twitter, Inc. et al. - JAMS Ref No. 5425001113

[EXTERNAL EMAIL from [vtran@jamsadr.com](mailto:vtran@jamsadr.com)]

Dear Counsel,

Kindly acknowledge receipt of the attached deposit request and advise as to the payment status for this matter. As a reminder, there is a hyperlink at the bottom of the deposit request ("Click here to pay") that will take you to a site where electronic payments can be made.

Regards,



**Victor Tran**

Case Coordinator

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P: 1.212.607.2722

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